

Noted

DOCUMENT # 5411
ADOPTED
JUNE 27, 1991

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR NEIGHBORHOOD
HOUSING AND DEVELOPMENT
BEVERLEY JOHNSON, DEPUTY DIRECTOR FOR ECONOMIC
DEVELOPMENT
FLOYD GALLEGOS, SENIOR PLANNER

SUBJECT: CAMPUS HIGH RENEWAL AREA PROJECT NO. MASS R-129,
PERMISSION TO EXECUTE A TEMPORARY LICENSE WITH OUR
H.O.P.E., INC. FOR PARCEL 0-6 AT DUDLEY SQUARE

SUMMARY: THIS MEMORANDUM REQUESTS AUTHORIZATION FOR THE DIRECTOR
TO EXECUTE A LICENSE AGREEMENT WITH OUR H.O.P.E., INC. TO
CONDUCT A COMMUNITY MARKETPLACE AT THE INTERSECTION OF
DUDLEY AND ROXBURY STREET ON

Our H.O.P.E., Inc. (Helping Our People Economically) is a self help organization dedicated to the principle of helping minorities and disadvantaged people become economically secure. They have requested the use of vacant BRA land in the Campus High Area for use by local vendors Thursday through Saturday, each week, until late October.

Parcel 0-6 contains 15,754 square feet of vacant land at the intersection of Dudley Street and Roxbury Street in the Dudley Square area. The property may be identified as 25 Guild Row.

Reverend Andre Ridley, Executive Director of Our H.O.P.E., Inc. proposes to operate the community marketplace from 10:00 a.m. to 7:00 p.m. three days each week, and has agreed to the controls and conditions set forth in the attached standard License Agreement.

It is therefore, recommended that the Director be authorized to enter into a License Agreement with Our H.O.P.E., Inc. of 1599 Columbus Avenue, substantially in the form attached.

An appropriate vote follows:

VOTED: That the Director be authorized to execute a License Agreement with Our H.O.P.E., Inc. for Parcel 0-6 containing approximately 15,754 square feet of vacant land located at 25 Guild Row in the Campus High Urban Renewal Area, subject to a positive recommendation from the Roxbury Neighborhood Council, Planning and Zoning Advisory Committee, and the Dudley Merchants Association, substantially in the form attached.

NEW POST OFFICE



LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
OUR H.O.P.E, INC.

This Agreement is made as of the ____ day of June, 1991 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and Our H.O.P.E., Inc., hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area contains 15,754 square feet of vacant land at the intersection of Dudley Street and Roxbury Street, and addressed as 25 Guild Row.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. This License is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.
4. The License Fee shall be one dollar (\$1.00) per year.
5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand (\$500,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, and Two Million (\$2,000,000) Dollars for injury or death to more than one person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.

7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property. Existing fences shall be maintained in good condition.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

✓ The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements

installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

Attest:

OUR H.O.P.E., INC.

By: _____
Andre Ridley, Executive Director

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel

By: _____
Stephen Coyle, Director

Services we provide:
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Job Opportunities
Job Training
Advocacy
Housing
Child Development
Self-Esteem
Social Setting

OUR H.O.P.E. INC.

HELPING OUR PEOPLE ECONOMICALLY

1599 Columbus Avenue
Roxbury, MA 02119
617-442-1934

5456 7651
Andre

May 26, 1991

RECEIVED

JUN 20 1991

BOSTON REDEVELOPMENT AUTHORITY
OFFICE OF CENTRAL REHABILITATION

Stephen Coyle,
Director
Boston Redevelopment Authority
One City Hall Square
Boston MA 02201

Dear Mr. Coyle:

I am writing to you on behalf of Our H.O.P.E. Inc. which is a self help organization dedicated to the principles of helping minorities and disadvantaged people become economically secure.

We seek your help because Mr. Floyd Gallegos explained to us that it might be possible to use some BRA land to operate a community marketplace. Our H.O.P.E. would be responsible for maintaining and keeping said lots clean and to remove all items from the site that were not sold each evening. We hope to use these sites Thursdays, Fridays and Saturdays from 10:00 a.m. to 7:00 in the evening.

It will be a community involvement program where the people on the community could operate a vending spot and also it would be a marketplace for the whole area to shop at. We are willing to do the recruitment of vendors and the advertising and the management.

We truly believe this will work because there is such a great need for an open air marketplace especially in Dudley Station and also along the Southwest Corridor. So if you feel as though you could help us we would love an opportunity to meet with you or someone in your staff to explain things even further.

Waiting to hear from you.

Andre Ridley

Executive Director
Our H.O.P.E. Inc.

Services we provide:
 Counseling
 Legal Referrals
 Accounting
 Grants
 Sales Locations
 Motivation
 Advocacy
 Training
 and Development
 Self-Esteem
 Goal Setting

OUR H.O.P.E. INC.

1599 Columbus Avenue
 Roxbury, MA 02119
 617-442-1934

HELPING OUR PEOPLE ECONOMICALLY

Our H.O.P.E. is a self-help organization dedicated to the purpose of helping individuals become economically independent. We have submitted a Proposal to the BRA to help revitalize the Dudley Square area with shoppers by setting up a Community Marketplace where the neighborhood people could sell all types of arts and crafts and other merchandise and the local businesses could participate by selling their overstocked items. If you support this concept, please sign.

Golden pagoda	Mei Moy
Harth Saunders	143 Harrishoff St.
Ro. Grant	154 Densley Street
S. Grant GRANT	6 Roxbury St
Demond Green	WASH. ST. Rox
Little Smith	Wagon Road
VB's	Explan
Rozell's Dept Store	Sail Ashay
DAILY FISH MART	TONY SILVA
H & Fine	Fred Duri
Boyle -	D. Boyle
ALPHA & OMEGA	Sap Mings
NEW YORK RADIO + TV	Boyle
PUBITARY BAKERY	Boyle Telles
Simone's Fish Market	Bob Kane
Loanfield Drug Store	Christian + Gray
CAI ANOS INS.	Boyle + Boyle
B-Kelly Co	Steve Kef

Services we provide:
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Grants
Sales Locations
Motivation
Job Training
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Self-Esteem
Goal Setting

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Naomi Davis 252 Columbia Rd, Dorchester 02124

services we provide:
counseling
legal Referrals
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advocacy
counseling
child Development
Self-Esteem
Goal Setting

OUR H.O.P.E. INC.

HELPING OUR PEOPLE ECONOMICALLY

1599 Columbus Avenue
Roxbury, MA 02119
617-442-1934

June 21, 1991

Tom O'Malley
Assistant Director
Neighborhood Housing and Development
Boston Redevelopment Authority
One City Hall Square
Boston MA

Dear Tom:

It was a great pleasure to meet with you. This letter concerns what we had discussed.

We at Our H.O.P.E. Inc. have decided that the lot on Guild Row would be a good location because of the economically depressed area that surrounds it, around Dudley Square and because there is a great need for a community marketplace where the people in the community could start a small business earning some extra money in these economic hard times. We also realize that there is a great need for people to save money.

I truly believe that we can work with the Dudley Merchants Association and the Roxbury Neighborhood Council in making this a community marketplace for the whole region. We will need as much support and cooperation as possible to make this work. Our role is simply to try to open the doors of opportunities so that the disadvantaged can have their place in the sun.

We are willing to do a considerable amount to see that this works but the help of others is absolutely essential. This is not our dream alone but I believe it is a dream of the whole community to have a community marketplace. We are willing to take the bold steps to see this work which include,

1) Installing an access gate so the lot will always be locked when unattended

2) Keeping the lot clean

3) Securing insurance

4) Soliciting Vendors

5) Extensive advertising

- 6) Contacting the Merchants Association and Merchants in the area to encourage their support and participation
- 7) Attending meetings to maintain and foster goodwill
- 8) Keeping the BRA posted on progress.

The days and times of operation would be fridays and saturdays from 7:30 am to 8:00 pm from July 1st to October 15th.

We are willing to do these things knowing right well that the doors of opportunities are always difficult to open and you have made a number of positive suggestions such as meeting key individuals in the area.

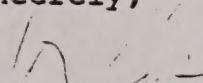
Our H.O.P.E. Inc. has been in existence a very short time and we have held a number of seminars at Roxbury Community College and also we have held fundraising for the College. We also helped promote a carnival in Roxbury on Tremont Street. We have held various fundraising activities for senior citizen developments and now we would like to see this idea materialize. For additional information please refer to our Proposal previously submitted.

We also looked at the lot on Mass. Avenue and we would like to speak to you on a future date regarding the use of that lot but we would first like to speak to the community people to get a feel for their interest.

As you might know we are only interested in going in to areas where we are wanted and needed because it is the people in the community who are truly the beneficiaries.

Waiting to hear from you real soon especially because of the time factor regarding outdoor activities.

Sincerely,


Andre Ridley
Executive Director
Our H.O.P.E. Inc.

AR/lis

